

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 6

AMENDMENT/MODIFICATION NO.

0005

3. EFFECTIVE DATE

02/18/2000

4. REQUISITION/PURCHASE REQ. NO.

6-0-92-22-FE-A01

5. PROJECT NO. (If applicable)

CODE

7. ADMINISTERED BY (If other than item 6)

irs0010

INTERNAL REVENUE SERVICE
Southeast Procurement Branch (M:P:R:SE)
2888 Woodcock Blvd, Suite 300 (Stop 80N)
Chamblee, GA 30341
Linda B. Bender

404-338-9210

Vendor ID: 00049740

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)

TO ALL OFFERORS

* DC 00000

(X)

9A. AMENDMENT OF SOLICITATION NO.

TIRSE-00-R-00002

9B. DATED (SEE ITEM 11)

05/26/1999

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

FACILITY CODE

CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 4 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

2. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

Amendment number 005 to Solicitation No. TIRSE-00-R-00002 is hereby issued to incorporate various solicitation changes. Refer to Continuation Sheets, pages 2 through 6.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16C. DATE SIGNED

18B. UNITED STATES OF AMERICA

18C. DATE SIGNED

CONTRACTOR/OFFEROR

BY

- A. Revisions are hereby made to the solicitation document, as listed below in A.1 through A.9:

A.1 C.7.3, Repair

Exceptions (i) and (ii) are amended to clarify the contractor's responsibility for paying the first \$2500 when the cost of repair exceeds \$2500.

Amend exceptions (i) and (ii) to read as follows:

"Exceptions:

- (i) During the first six months of contract performance, the contractor's fixed price responsibility for repair shall be at the lower limit of \$2,500 to allow the Contractor a reasonable period to identify and correct or report potential deficiencies. During this period, the Contractor shall be responsible for payment of the first \$2500 when the cost of repair exceeds \$2500.*
- (ii) For a repair where the Contractor had previously identified a "specific maintenance" need that exceeded \$2,500 in order to prevent said malfunction or failure and the Government did not authorize the maintenance by IDIQ task order or other means, the Contractor's fixed price responsibility for repair shall be at the lower limit of \$2500. Therefore, the Contractor shall be responsible for payment of the first \$2500 when the cost of repair exceeds \$2500, provided the specific maintenance is supported by reasonable evidence acceptable to the COTR such as test, operating characteristics, age, etc. (Refer to C.7.2.5.)."*

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A.2 C.10, Solid Waste Handling and Disposal Services

Item C.10 was amended in Solicitation Amendment 005 to delete the requirement for the CFM contractor to dispose of sensitive waste and cardboard. The CFM contractor's responsibility is limited to collection only of BSC's sensitive waste paper and cardboard.

Item C.10 is rewritten to incorporate applicable changes related to handling of all paper or cardboard products that BSC designates as "recyclable"; and, application of an equitable adjustment should trash quantities vary more than 15%.

Refer to the amended version of C.10 that is included herein as an attachment and replaces the previous C.10 in its entirety.

A.3 C.8.2.1, Scope

Item C.8.2.1 is changed to clarify when an equitable adjustment will be necessary. Amend the last paragraph of C.8.2.1 to read as follows:

"Data on the type and scope of work expected to be issued as Service Orders are set forth in Attachment J-C2-2. The actual work may vary from this data. The Contractor's fixed-price shall be based upon a review of the data, the BSC mission and operating environment, the nature of the BSC facilities, and utilizing the Contractor's management approach, experience and expertise. Should the Service Order estimated quantities (number of service orders, and cumulative work hours) shown in Attachment J-C2-2 vary more than 15% over each 12-month period after contract start, an equitable adjustment may be necessary. An equitable adjustment will be necessary should the contractor's actual cost be significantly more or less than that reasonably projected based upon Attachment J-C2-2 information."

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A.4 C.11.2, Specific Requirements.

C.11.2 is amended to required contractor's submission of its Custodial Services Plan to the COTR within 30 days after contract award. Amend the first paragraph of C.11.2 to read as follows:

"The Contractor shall provide the custodial services described in the following paragraphs. The Contractor shall submit a plan for COTR approval, 30 days after contract award, describing the approach and methodology that will be utilized to achieve the cleanliness, serviceability, and appearance standards specified. The plan shall, at a minimum, address personnel, equipment, materials, management techniques, work processes, schedules and quality control. Services as described herein are included in the firm fixed price. Performance requirements are described in the following paragraphs."

A.5 Item E.6, SUBMITTAL ACCEPTANCE OR REJECTION NOTIFICATION

Item E.6 is added to the solicitation to read as follows:

"E.6 SUBMITTAL ACCEPTANCE OR REJECTION NOTIFICATION

The Government shall notify the Contractor of its acceptance or rejection of Contractor's submittals (e.g., reports, schedules, plans, etc.) that are subject to Government review and approval. The Government will provide notification within 10 calendar days of receipt of submittals, except for the Contractor's Operations and Maintenance Plan and Custodial Service Plan, unless a longer review period is required and mutually agreed between both parties. The Government will provide notification within 20 calendar days of receipt of Contractor's Operations and Maintenance Plan, and Custodial Service Plan. Rejected submittal(s) shall include the Government's explanation for rejection.

The Contractor is responsible for correcting errors, omissions, or deficiencies and re-submitting an acceptable submittal within the required delivery schedule of the contract, or within 10 calendar days of notification of rejection, whichever is later."

A.6 Attachment J-C2-3 (Solid Waste Generation History).

The table listing the estimated annual tons of solid waste is changed to reflect a corrected quantity of "Recyclable Paper". The table is changed from reading 30.42 tons annually, to read 186 tons annually. The 186 tons include sensitive and non-sensitive paper designated by BSC as being recyclable, for which the CFM contractor will release to BSC's recycling contractor pursuant to Item C.10.

A.7 Attachment J-F1 (Delivery Schedule).

Attachment J-F1 is amended to change the due date for the Custodial Service Plan, and include delivery dates for the contractor's resubmission of deliverable due to error, omission, or deficiency.

Refer to the amended version of J-F1 that is included herein as an attachment and replaces the previous Attachment J-F1 in its entirety.

A.8 Item L.12.2.2.2, Specific.

In accordance with FAR Clause 52.232-7, "Payments under Time-and-Materials, and Labor-Hour Contracts", reasonable and allocable material handling costs and associated subcontract costs may be included in the Contractor's charge for materials and subcontracts paid pursuant to 52.232-7.

For informational purposes, Offerors are required to provide their material handling costs and associated subcontracting costs, if applicable, to be shown as a percentage of cost. Applicable costs are established as a part of the Contractor's normal accounting practice; not arbitrary costs proposed for this CFM solicitation.

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Amend the third paragraph to read as follows:

"Additionally, Offerors are to submit a summary cost breakdown of its proposed line item unit prices for Firm Fixed Price Work (sub-line items X001.01, .02, .03, .04, .05, .06, .07, and, .08); and, Firm Fixed Price - Optional Service (item X001.09) for the base period and each option period. Breakdown should include offeror's estimate of direct costs (itemized by labor, and material & equipment), and indirect costs. Offerors are also to provide their material handling cost and associated subcontracting cost, if applicable pursuant to FAR clause 52.232-7, Payments under Time-and-Materials, and Labor-Hour Contracts."

A.9 Item M.4, Technical Evaluation.

Item M.4 is amended to clarify the importance of the sub-criteria. Amend the first paragraph to read as follows:

"The criteria set forth below will be used in establishing qualified sources from a technical standpoint. The two criteria are of equal importance. Sub-criteria: "Management", and "Planning, Performance & Responsiveness", are twice the importance of "Subcontracting". Sub-criteria: "Related work experience" and "related past performance", are of equal importance."

B. Closing Date for Receipt of Offers:

This Amendment No. 005 is anticipated to be the final solicitation amendment. The hour and date specified for receipt of Offers is **NOT** extended. Offers are due by 12:00 noon EST, February 25, 2000.

C.10 SOLID WASTE HANDLING AND DISPOSAL SERVICES

C.10.1 General Requirements.

The Contractor shall furnish all labor, supervision, materials, supplies, and equipment necessary to perform the handling and disposal of solid waste resulting from BSC activities. The types of waste are typical of that generated by administrative operations performed by a large workforce however the mix is not typical in that paper products constitute a relatively large proportion. Further, a substantial portion of the paper product is sensitive and will be disposed (recycled) under a separate contract.

A Recycling program is in place at BSC for paper and cardboard materials. The quantity of solid waste will vary during the year and will be at the highest level between February and May. Approximate quantities of waste for 1998 by type are provided in Attachment J-C2-3.

A profile of the Center's workforce population is provided in Attachment J-C2-1. The solid waste handling and disposal service is firm fixed price. Should the estimated quantities shown in Attachment J-C2-3 vary more than 15% over each 12-month period after contract start, an equitable adjustment will be necessary. (Paper and cardboard recycling considerations are excluded from this adjustment.)

C.10.2 Specific Requirements.

The contractor is responsible for collection, and handling of two categories of solid waste, sensitive and non-sensitive, as described below. The contractor is also responsible for properly disposing of all solid waste, except for paper and cardboard designated by BSC for recycling.

The Contractor shall ensure that procedures are in place and personnel indoctrinated regarding identification and handling of sensitive waste. If there is any question, obtain Government direction or handle the waste as sensitive. The Disclosure of Information clauses in Section H apply to the handling and disposal of the sensitive waste.

The Government will provide all waste cans at individual workstations and in administrative and public areas throughout the complex. The Government shall also provide containers for collection of sensitive waste at several locations throughout the BSC work areas. These sensitive waste containers are provided in "as is" condition and will not be repaired or replaced by the government. The Contractor shall furnish replacement and additional sensitive waste containers as needed. The Contractor may propose, for BSC approval, another scheme for collection of all waste, (excluding paper and cardboard) and may provide additional or different collection receptacles. The Contractor shall furnish all equipment required for on- and off-site bulk storage and transport of all solid waste, excluding sensitive

and non-sensitive paper and cardboard designated for recycling by BSC. BSC will provide reasonable on-site space for the contractor's use to store waste.

C.10.2.1 Sensitive Waste.

Sensitive waste consists of sheet paper and envelopes collected from the work or administrative areas including waste from individual waste receptacles throughout the Center. Presently, BSC-supplied containers marked "Sensitive Waste" are located throughout the work areas and individual workstations also have waste receptacles that may contain sensitive material. The Contractor is responsible to ensure all sensitive materials in all containers are properly discarded as sensitive waste, and transported to BSC's secured storage for pickup by the recycle contractor.

Destruction (recycling) of sensitive waste will be performed by the paper and cardboard recycling contractor.

C.10.2.2 Non-Sensitive Wage and Medical Waste.

Non-sensitive waste shall be collected and disposed of through recycling or other appropriate means. Non-sensitive waste is collected from restrooms, cafeterias and canteens, the health unit, and exterior receptacles and grounds. Specifically designated quantities of forms, envelopes, publications and other supplies designated by BSC as "recyclable" shall be released to the recycling contractor.

Medical wastes from the health unit shall be handled and disposed of in accordance with applicable federal, state and local laws and regulations.

C.10.2.3 Recycling.

The Contractor shall operate a recycling program for other than paper and cardboard. The Contractor is strongly encouraged to operate an aggressive recycling program that includes such materials as wooden pallets, toner cartridges, computer tapes, glass, plastic, and, aluminum. The program shall comply with the Resource Conservation and Recovery Act and other federal, state and local laws and regulations. Informational data of historical recyclable wastes are provided in Attachment J-C2-3. A recycling program plan shall be prepared based on the current IRS recycling guidance. The plan shall be submitted no later than 15 calendar days after contract start for Government review. The Contractor shall perform in accordance with the plan until the Government is notified of any change.

C.10.2.4 Timeliness.

Solid waste shall be processed to ensure that containers do not overflow, develop odors or become unsightly. Processing shall include weekends as necessary to meet this standard. Waste shall be stored in a safe and sanitary manner, shall be processed

promptly and shall not remain in storage more than five (5) calendar days.

C.10.3 Quality.

Contractor performance shall be evaluated on accuracy of sensitive waste handling, degree of transparency for solid waste processing to the operation of the BSC, scope of and compliance with recycling program and compliance with storage requirements.

ATTACHMENT J-F1

(Solicitation Amendment No. TIRSE-00-R-00002.005)

DELIVERABLES		CONTRACT DELIVERABLES		SECTION		PARAGRAPH		DUE DATE	
Emergency Preparedness and Operation Plan		C	2.13					30 days after award	
Phase-Out Plan		C	2.4.2					30 days prior to contract expiration	
Equipment Inventory		C	4.3.2					30 days prior to contract start	
Facility History File		C	6.5					Establish upon completion of renovation; submit to COTR 10 days following contract expiration	
Quality Control Plan		C	6.7					Contract start	
Annual Management Plan		C	6.8					10 months after contract start. Annually thereafter	
Operations and Maintenance Plan		C	7.2.2					30 days after award	
Grounds Care Plan		C	9.2					30 days after contract start	
Work Schedule		C	9.2.1					Monthly, at least 5 (work) day prior to start of month	
Pruning Plan		C	9.2.8					90 days after contract start	
Recycling Plan		C	10.2.5					15 days after contract start	
Custodial Services Plan		C	11.2					30 days after award	
Integrated Pest Management Plan		C	12.2					30 days after contract start	
Material Safety Data Sheets		C	12.3.1					30 days after award	
Certificate of Insurance		H	6					15 days after award & annual thereafter	
Security Clearances		H	8					Prior to beginning contract work and every 3 years thereafter	
Sign-In/Sign-Out Sheets		H	10					Weekly	
Report, SF 294 (Required pursuant to FAR Clause 52.219-9)		I	52.219-9					Semi-annually: April 30 th & October 30 th	
Report, SF 295 (Required pursuant to FAR Clause 52.219-9)		I	52.219-9					Annually: October 30 th	
Performance and Payment Bonds		I	52.228-16					30 days after award and annually thereafter upon option renewal.	
Resubmission of deliverable due to error, omission, or deficiency		E	6					10 days after notification of unacceptable deliverable	